

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
H.T. HARVEY & ASSOCIATES
REGARDING
WETLAND MITIGATION AT ULISTAC NATURAL AREA**

This agreement ("Amendment No. 1") is made and entered into on this ____ day of _____, 200__, ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and H.T. Harvey & Associates, a California corporation, with its principal place of business located at 983 University Avenue, Building D, Los Gatos, CA 95032 ("Consultant"). Consultant and City may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services by and between the City Of Santa Clara, California, and H.T. Harvey & Associates regarding Wetland Mitigation at Ulistac Natural Area", dated January 21, 2004 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Consultant provide professional ecological services necessary during the design, construction, and post-construction phases for the Wetland Mitigation at Ulistac Natural Area Project. The Parties now wish to amend the Original Agreement to have Consultant provide the following out-of-scope soil assessment services during construction of the Ulistac Wetland Mitigation site:
 - 1. Analysis of the horticultural suitability of in-situ soils from the planting area, including laboratory testing;
 - 2. Review of horticultural soils data on the import soils; and
 - 3. Conduct additional construction site inspections.

In consideration of the above Recitals and the following mutual covenants and obligations, the Parties agree as follows:

AGREEMENT PROVISIONS

- 1. That paragraph number I of Exhibit B, Schedule Of Fees of the Original Agreement, entitled "General Payment" is hereby amended to read as follows: The total payment to the Consultant for all work necessary under this Agreement shall not exceed \$59,740 (\$47,390 Basic Services, plus \$12,000 Additional Services, plus \$350 Reimbursable Services).

2. All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

HELENE L. LEICHTER
City Attorney

JENNIFER SPARACINO
City Manager


ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

ROD DIRIDON, JR.
City Clerk

"City"

**H.T. HARVEY & ASSOCIATES,
a California corporation**

By: 
DANIEL STEPHENS
Vice President/Principal

3150 Almaden Expressway, Suite 145
San Jose, CA 95118
Telephone: (408) 448-9450
Facsimile: (408) 448-9454

"Consultant"